

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

IN RE:	:	
	:	
JOSHUA RYAN ADLESPERGER,	:	CASE NO. 18-12640-WHD
ASHLEY SKINNER ADLESPERGER,	:	
	:	CHAPTER 7
DEBTORS.	:	
	:	
	:	
	:	
	:	
BANK OF THE WEST, ITS ASSIGNEES	:	
AND/OR SUCCESSORS IN INTEREST	:	
	:	
MOVANT.	:	
	:	
VS.	:	
	:	
JOSHUA RYAN ADLESPERGER,	:	
ASHLEY SKINNER ADLESPERGER,	:	
THEO DAVIS MANN, TRUSTEE,	:	
	:	
RESPONDENTS.	:	
	:	

NOTICE OF MOTION FOR RELIEF FROM AUTOMATIC STAY

Movant has filed documents with the court to obtain relief from the automatic stay.

YOUR RIGHTS MAY BE AFFECTED. You should read these documents carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the court to grant relief from the automatic stay or if you want the court to consider your views on the motion, then you or your attorney shall attend the hearing scheduled to be held on

February 27, 2019 at 10:00 a.m. at the Lewis R. Morgan Federal Building, 2nd Floor Courtroom, 18 Greenville Street, Newnan, GA 30263.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting relief.

You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Send your response so that it is received by the Clerk at least two business days before the hearing.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

The address of the Clerk's Office is: **Clerk, United States Bankruptcy Court, 18 Greenville Street, 2nd Floor, Newnan, GA 30263.** You must also send a copy of your response to the undersigned at the address stated below.

Dated this 2/8/19

/s/ A. Michelle Hart Ippoliti
A. Michelle Hart Ippoliti, Bar No. 334291
Attorney for Movant
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102
Direct Phone (678) 281-6537
michelle.ippoliti@mccalla.com

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

IN RE:

JOSHUA RYAN ADLESPERGER,
ASHLEY SKINNER ADLESPERGER,

DEBTORS.

CHAPTER 7

CASE NO. 18-12640-WHD

HONORABLE W. HOMER DRAKE

BANK OF THE WEST, ITS ASSIGNEES
AND/OR SUCCESSORS IN INTEREST,

MOVANT,
V.

JOSHUA RYAN ADLESPERGER,
ASHLEY SKINNER ADLESPERGER,
THEO DAVIS MANN, TRUSTEE,

RESPONDENTS.

CONTESTED MATTER

MOTION FOR RELIEF FROM STAY

COMES NOW, the Movant Bank of the West, its assignees and/or successors in interest (hereinafter referred to as "Movant"), and hereby shows this Court the following:

1. Pursuant to 11 U.S.C. § 362(d) and Fed. R. Bankr. P. 4001, the Movant seeks an Order lifting the automatic stay for purposes of allowing it to enforce its security interest in certain property of the estate in accordance with the terms of a certain Retail Installment Agreement and with applicable bankruptcy law.

2. That on or about December 28, 2018, the above named Debtors filed their Chapter 7 Petition in Bankruptcy with this Court.

3. Prior to the filing of the petition, on August 20, 2016, Debtors made, executed and delivered a Retail Installment Contract ("Contract") to Movant or its predecessor which bears interest as specified therein. The original Contract is held by Movant and a copy is attached

hereto as **Exhibit "A"** and is incorporated by reference.

4. The indebtedness evidenced by the Contract is secured by a security interest in a **2016 Keystone 336BHS Cougar, VIN 4YDF33628G2508367** ("the Vehicle") as evidenced by a Certificate of Title, filed with the Department of Motor Vehicles, State of Florida, a copy of which is attached hereto as **Exhibit "B"** and is made a part hereof.

5. As of January 28, 2019, the outstanding Obligations are:

Unpaid Principal Balance	\$50,776.09
Unpaid, Accrued Interest	\$306.04
Late Charges	\$18.75
<u>Less: Partial Payments</u>	<u>(\$0.00)</u>
Minimum Outstanding Obligations	\$51,100.88

6. In addition to the other amounts due to Movant reflected herein, as of the date hereof, in connection with seeking the relief requested in the Motion, Movant has also incurred \$831.00 in legal fees and costs. Movant reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

7. The following chart sets forth the number and amount of payments due pursuant to the terms of the Contract that have been missed by the Debtors:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
1	01/19/2019	01/19/2019	\$375.00	\$375.00
Late Charges				\$18.75
Less partial payments:				(\$0.00)
				Total: \$393.75

8. Movant has elected to initiate proceedings to take possession of the Vehicle and dispose of same in a commercially reasonable manner with respect to the subject Contract; however, Movant is precluded from proceeding to publish the necessary notices and commence said actions to take possession during the pendency of this Bankruptcy.

9. The commercially reasonable value of the Vehicle is approximately \$29,150.00, as indicated by the N.A.D.A. Official Used Car Guide, as evidenced by **Exhibit "C"** attached

hereto and made a part hereof.

10. Debtors intend to surrender the subject Vehicle to Movant as evidenced by the Statement of Intention attached hereto as **Exhibit "D"** and made a apart hereof.

11. Based upon the foregoing, Movant alleges that Movant is not adequately protected, that the subject Vehicle is not necessary to effectuate Debtor's rehabilitation, and that it would be unfair and inequitable to delay this Movant in taking possession of Movant's interest. Movant urges that this Court issue an Order herein permitting this Movant to proceed with any actions necessary to take possession of the subject Vehicle and dispose of same in a commercially reasonable manner.

12. This Court has jurisdiction of this action pursuant to the provisions of Title 28 U.S.C. Sections 1334 and 157 and 11 U.S.C. Section 362(d).

WHEREFORE, Movant prays judgment as follows:

- 1.) For an Order granting relief from the Automatic Stay, permitting this Movant to move ahead with any actions necessary to take possession of the subject Vehicle under Movant's Contract, and to dispose of same in a commercially reasonable manner.
- 2.) For such Order regarding adequate protection of Movant's interest as this Court deems proper.
- 3.) For attorneys' fees and costs for suit incurred herein.
- 4.) For an Order waiving the 14-day stay described by Bankruptcy Rule 4001(a)(3).
- 5.) For such other relief as this Court deems appropriate.

Respectfully submitted:

Dated: February 8, 2019

/s/ A. Michelle Hart Ippoliti

A. Michelle Hart Ippoliti, Bar No. 334291
Attorney for Movant
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102
Direct Phone (678) 281-6537
michelle.ippoliti@mccalla.com

CERTIFICATE OF SERVICE

I, A. Michelle Hart Ippoliti of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, Georgia 30076, do hereby certify:

That on the ____ day of _____, 2019, I served a copy of the within MOTION FOR RELIEF FROM STAY & NOTICE OF MOTION FOR RELIEF FROM AUTOMATIC STAY filed in this bankruptcy matter on the respondents(s) by mailing to the said respondent(s) in postage paid envelopes addressed as follows:

Copies furnished to:

By CM/ECF Receipt:

Karen King, Esquire
King & King Law LLC
215 Pryor Street, S.W.
Atlanta, GA 30303

(served via ECF notification)

Theo Davis Mann
28 Jackson Street
P. O. Box 310
Newnan, GA 30264-0310

(served via ECF notification)

By First Class Mail:

Joshua Ryan Adlesperger
801 Hickory Level Rd Apt 1113
Villa Rica, GA 30180

Ashley Skinner Adlesperger
801 Hickory Level Rd Apt 1113
Villa Rica, GA 30180

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Respectfully submitted:

Dated: February 8, 2019

/s/ A. Michelle Hart Ippoliti _____

A. Michelle Hart Ippoliti, Bar No. 334291
Attorney for Movant
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102
Direct Phone (678) 281-6537
michelle.ippoliti@mccalla.com

REDACTED

FL-102 10/31/2010

Retail Installment Contract and Security Agreement

Seller Name and Address Camping World RV Sales - Bartow 7400 State Rd. 60 E. Bartow, FL 33830	Buyer(s) Name(s) and Address(es) JOSHUA RYAN ADLESPERGER ASHLEY SKINNER ADLESPERGER 5581 297TH AVE NW CAMBRIDGE, MN 55008	Summary No. _____ Date <u>08/20/2016</u>	REDACTED
Buyers' Month of Birth June			

☐ Business, commercial or agricultural purpose Contract.

Documentary Stamp Tax. Florida documentary stamp tax required by law in the amount of \$ 191.10 has been paid or will be paid directly to the Florida Department of Revenue. Certificate of Registration No. 78-8000768183-6

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
<u>5.50%</u>	<u>\$ 35,485.88</u>	<u>\$ 54,514.12</u>	<u>\$ 90,000.00</u>	<u>\$ 5,769.81</u>
				<u>\$ 95,769.81</u>

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
<u>240</u>	<u>\$ 375.00</u>	<u>Monthly, beginning on 9/19/2016.</u>
<u>N/A</u>	<u>\$ N/A</u>	<u>NOT APPLICABLE</u>
<u>N/A</u>	<u>\$ N/A</u>	<u>NOT APPLICABLE</u>

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you may have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
<u>2016</u>	<u>KEYSTONE</u>	<u>336BHS COUGAR</u>	<u>FifthWheel</u>	<u>4YDF33628G2508367</u>	<u>0</u>
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo					
Other: <u>2016 KEYSTONE 336BHS COUGAR FifthWheel 4YDF33628G2508367</u>					

Description of Trade-In

2016 HEARTLAND M33
[5SFNB3724GE313572]

Conditional Delivery

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A
N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 54,514.12 plus finance charges accruing on the unpaid balance at the rate of 5.50 % per year from the date of this Contract until paid in full. Finance charges accrue on a Actual/365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ Loan Processing Fee. You agree to pay a loan processing fee of\$ 0.00 that will be ☐ paid in cash. ☐ financed over the term of the Contract.☒ Pre-delivery Service Fee. You agree to pay a pre-delivery service fee of\$ 499.00 that will be ☐ paid in cash. ☒ financed over the term of the Contract. This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.☐ Minimum Finance Charge. You agree to pay a minimum finance charge of

\$ 0.00 if you pay this Contract in full before we have earned that much in finance charges.

Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. sales tax of

\$ 1,430.65 \$ 54,425.65

b. Pre-delivery service fee \$ 499.00

c. Cash Price (a+b) \$ 54,924.65

d. Trade-in allowance \$ 35,469.01

e. Less: Amount owing, paid to (includes m);

M & T BANK \$ 32,813.97

f. Net trade-in (d-e; if negative, enter \$0 here and enter the amount on line m) \$ 2,655.04

g. Cash payment \$ 3,114.77

h. Manufacturer's rebate \$ 0.00

i. Deferred down payment \$ 0.00

j. Other down payment (describe)

N/A \$ 0.00

k. Down Payment (f+g+h+i+j) \$ 5,769.81

l. Unpaid balance of Cash Price (c-k) \$ 49,154.84

m. Financed trade-in balance (see line f) \$ 0.00

n. Paid to public officials, including filing fees \$ 133.68

o. Insurance premiums paid to insurance company(ies)

(See Insurance Disclosures section for coverage and

benefits types.) \$ 0.00

p. Service Contract, paid to:

ASSURANT \$ 3,408.00

q. GAP paid to SAFEGUARD \$ 760.00

r. Paint Protection paid to METRO TECH \$ 860.00

s. Doc Stamp Fee \$ 191.10

t. Tire Fee \$ 5.00

u. Battery Fee \$ 1.50

v. N/A \$ 0.00

w. N/A \$ 0.00

x. N/A \$ 0.00

y. N/A \$ 0.00

z. N/A \$ 0.00

aa. N/A \$ 0.00

bb. N/A \$ 0.00

cc. N/A \$ 0.00

dd. Total Other Charges/Amts Paid (m thru cc) \$ 5,359.28

ee. Prepaid Finance Charge \$ 0.00

ff. Amount Financed (l+dd-ee) \$ 54,514.12

We may retain or receive a portion of any amounts paid to others.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life☐ Single ☐ Joint ☒ None

Premium \$ 0.00 Term N/A

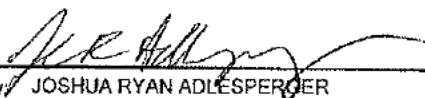
Insured N/A

Credit Disability☐ Single ☐ Joint ☒ None

Premium \$ 0.00 Term N/A

Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By:  JOSHUA RYAN ADLESPPERGER DOBBy:  ASHLEY SKINNER ADLESPPERGER DOB

By: N/A N/A DOB

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 1,000.00. If you get

insurance from or through us you will pay \$ 0.00 for

N/A of coverage.

This premium is calculated as follows:

☐ \$ 0.00 Deductible, Collision Cov. \$ 0.00☐ \$ 0.00 Deductible, Comprehensive \$ 0.00☐ Fire-Theft and Combined Additional Cov. \$ 0.00☐ N/A \$ 0.00

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS CHECKED AND INDICATED.

[This area intentionally left blank.]

☐ **Single-Interest Insurance.** You must purchase single-interest insurance. The coverage may be obtained from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage. This insurance is solely for the interest of the Seller, its successors and assigns, and no protection exists for your benefit. You authorize us to purchase Single-Interest Insurance.

JR Adlesperger 08/20/2016
By: JOSHUA RYAN ADLESPERGER Date

Ashley Adlesperger 08/20/2016
By: ASHLEY SKINNER ADLESPERGER Date

N/A
By: N/A Date

[This area intentionally left blank.]

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ **Service Contract**

Term 72 months
Price \$ 3,408.00
Coverage as per Vehicle Service Contract

☒ **Gap Waiver or Gap Coverage**

Term 84 months
Price \$ 760.00
Coverage as per GAP Contract

☒ **Paint Protection**

Term 60 months
Price \$ 860.00
Coverage as per Paint Protection Contract

JR Adlesperger 08/20/2016
By: JOSHUA RYAN ADLESPERGER Date

Ashley Adlesperger 08/20/2016
By: ASHLEY SKINNER ADLESPERGER Date

N/A
By: N/A Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections.

Purchase of Property. You agree to purchase the Property from us, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

Deferment. We may agree to defer the scheduled due date of all or any part of any installment payment, and will collect a \$15.00 fee for such deferment. You must maintain the insurance on the Property required by this Contract during any deferment period. You may extend any optional insurance you bought with this Contract if the insurance company or your insurance contract allows the extension and if you pay the extension charge. In addition to the \$15.00 deferment fee and the costs of extending required or optional insurance, you will also be required to pay additional finance charges as a result of exercising the deferment option.

General Terms. The Total Sale Price shown in the *Truth-in-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time. We may impose an acquisition charge of \$75.00 for services performed in processing this Contract if it is paid in full within 6 months after the Contract's effective date. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of 5% of the face amount of the instrument, or the fee specified in Fla. Stat. § 832.08 (5), whichever is greater. The fees provided for in Fla. Stat. § 832.08 (5) are: \$25.00, if the face value of the check does not exceed \$50.00; \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00.

Governing Law and Interpretation. This Contract is governed by the law of Florida and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the *Payment* section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.

- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance from any insurance provider that is reasonably acceptable to us. Your choice of an insurance provider will not effect the credit decision. We may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay

will be due immediately. This amount will earn finance charges from the date paid at the rate described in the Payment section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Third Party Agreement

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

NOT APPLICABLE

By: NOT APPLICABLE N/A Date

[This area intentionally left blank.]

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

By: JOSHUA RYAN ADLESERGER 08/20/2016 Date

By: ASHLEY SKINNER ADLESERGER 08/20/2016 Date

By: N/A N/A Date

Notice to the Buyer. a. Do not sign this Contract before you read it or if it contains any blank spaces. b. You are entitled to an exact copy of the Contract you sign. Keep it to protect your legal rights.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

By: JOSHUA RYAN ADLESERGER 08/20/2016 Date

By: ASHLEY SKINNER ADLESERGER 08/20/2016 Date

By: N/A N/A Date

Seller

By: Camping World RV Sales - Bartow 08/20/2016 Date

REDACTED

Assignment. This Contract and Security Agreement is assigned to BANK OF THE WEST, P O Box 2497, Omaha, NE 68103

, the Assignee, phone 800-843-2327. This assignment is made under the terms of a separate agreement made between the Seller and Assignee. ☐ This Assignment is made with recourse.

Seller



08/20/2016

By: Camping World RV Sales - Bartow

Date

REDACTED

Lien Release
Interest in the described vehicle is hereby released
By _____
Title _____
Date _____

1. When ownership of the vehicle described herein is transferred, the seller **MUST** complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
<http://www.flhsmv.gov/html/titinf.html>

08/20/2016
BK WEST ATTN GAIL
PO BX 2497
OMAHA NE 68103

REDACTED

Title _____
 Date _____

BANK OF THE WEST
PO BOX 2497
OMAHA NE 68103-2497

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Control Number

Terry L. Rhodes*
Executive Director

* Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

—Address

Seller Must Enter Date Sold:

1/We state that this is a 6 digit odometer now reads 211111 (no units) miles, date read _____, and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS.

☐ 3. IS NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

CO-SELLER Must
Sign Here:

[Print Here](#)

Fax No. _____

Tax Collected:

License Number

3/2/2012

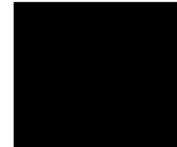
CO-PURCHASER M...

Sign Here:

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE



Title and Registration Bureau
PO Box 201431, Helena MT 59620-1431
Phone: (406) 444-3661
Fax: (406) 444-0116
Online: dojmt.gov/driving



07/18/2017

BANK OF THE WEST
PO BOX 2497
OMAHA NE 68103249797

Vehicle Number: REDACTED
Title Number:
Year: 2016
Make: KYCO
VIN: 4YDF33628G2508367
Transaction Date: 07/18/2017
SI Tracking Number: REDACTED
SI Priority: Time: 12:26:58:21
SI Customer Number: REDACTED

This letter is to inform you that a security interest was perfected against the record of the vehicle listed above executed on 07/18/2017.

The security interest has the following name(s) recorded:

Adlesperger, Joshua Ryan
Adlesperger, Ashley Skinner

If you have questions about this security interest perfection or how to release the security interest, contact the Motor Vehicle Division using the contact information supplied above.

Once the security interest is satisfied you will need to submit the Notice of Security Interest or Lien Filing (form 37A) with the security interest section filled out.

The Notice of Security Interest or Lien Filing (form 37A) will be sent to you once the current title transaction has been approved.

**Montana Notice of Security
Interest or Lien Filing**

pj1208

Lien Priority: 1

Title Number	Year	Make	Model	Owner's Name and Address
REDACTED	2016	KYCO	KYCO TL TV	Adlesperger, Joshua Ryan
VIN/HIN	Ton/Propulsion	Style	Title Issue Date	Adlesperger, Ashley Skinner
4YDF33628G2508367		TL	07/26/2017	820 1st Ave
Vehicle Nbr				Havre, MT 595014404
REDACTED				

Secured Party of Lienholder
BANK OF THE WEST
PO Box 2497
Omaha, NE 681032497
07/18/2017
Customer Number: [REDACTED]

Mail To
BANK OF THE WEST
PO Box 2497
Omaha NE 68103-2497

**RELEASE/SATISFACTION OF SECURITY
INTEREST OR LIEN**

The undersigned directs the Motor Vehicle Division to mark the record satisfied in full on the above described vehicle/vessel.

Security Interest Tracking Number: REDACTED

Date of release or satisfaction: _____

Secured Party or Lienholder, please print: _____

REDACTED

Authorized Signature: _____

Printed Name: _____

I certify under penalty of law (Section 45-7-203, Montana Code Annotated, Unsworn Falsification to Authorities) that the statements made on this form are true and correct to the best of my knowledge, information and belief, and if signing for a commercial entity, I have full authority to do so.

A secured party or lienholder who has a perfected security interest in a vehicle/vessel and who fails to file a satisfaction of the security interest or lien within 21 days after receiving final payment is required to pay the department \$25 for each day that the secured party or lienholder fails to file the satisfaction. (Section 61-3-103(5), MCA).

This certifies that the security interest or lien described on this form has been duly filed in this office.



REDACTED

AFFIDAVIT OF REPOSSESSION (above release/satisfaction does not have to be completed)

Title Fee: \$12 for light vehicles, trucks and buses weighing less than one ton; \$10 for all other vehicles; payable to "State of Montana."

I certify that:

On the _____ day of _____ of 20____, I lawfully repossessed the vehicle/vessel described above because the debtor failed to fulfill his/her obligation according to the terms of the security interest or lien on the vehicle/vessel;

I (or the firm, company or corporation I represent) have been in continuous and undisputed possession of the vehicle/vessel from the date of repossession above stated to the present time;

I make this affidavit for the purpose of establishing ownership to the vehicle/vessel in order to obtain a Certificate of Title and release the security interest or lien against the vehicle/vessel;

Under penalty of law (Section 45-7-203, MCA, Unsworn Falsification to Authorities) the statements made on this form are true and correct to the best of my knowledge, information and belief, and if signing for a commercial entity, I have full authority to do so.

Dated this _____ day of _____, 20____

Agent or Repossessing Applicant's Signature - this is my legal signature

[Signature]

License Number if an individual, FENIF Firm

Full Name and Mailing Address of Repossessing Party - please print

RMV37A (01/15)

serve the right to reject any form that has been altered
is available in alternate formats for people with disabilities

2016 Keystone RV M-336 BHS

Vehicle Type Travel Trailers/5th Wheels
Series Cougar Fifth Wheel Series
Model M-336 BHS
Length x Width 37' 8" x 8'
Axles 2
Weight (lbs) 10632
Self-Contained Yes
Slides 4



	Suggested List	Used Wholesale Trade-In	Used Retail
BASE PRICE	\$55,711	\$21,750	\$29,150
TOTAL PRICE	\$55,711	\$21,750	\$29,150

Vehicle Notes

Manufacturer Note:

Prices include air conditioner, awning, stabilizer jacks, microwave, AM/FM cassette stereo and water heater with DSI. Challenger and Hornet previously listed under Damon Corporation.

Prices include air conditioner, awning, stabilizer jacks, microwave, AM/FM cassette stereo and water heater with DSI. Challenger and Hornet previously listed under Damon Corporation.

Prices include air conditioner, awning, stabilizer jacks, microwave, AM/FM cassette stereo and water heater with DSI. Challenger and Hornet previously listed under Damon Corporation.

Prices include air conditioner, awning, stabilizer jacks, microwave, AM/FM cassette stereo and water heater with DSI. Challenger and Hornet previously listed under Damon Corporation.

Year Note:

In addition to what is standard, Alpine models include the Alps Package, 12 cu ft refrigerator (N/A 3011, 3101, 3511, 3536 and 3601), 18 cu ft refrigerator (3011, 3101, 3511, 3536 and 3601 only), six point self-leveling, graded tires, dual 15K AC, correct tire alignment and cordless vacuum. Avalanche models include Base Camp Collection, correct track, G rated tires and dual AC package. Bullet Ultra Lite models include Interior Camping Package, Exterior Camping Package, Thermal Package, aluminum wheels, Champagne exterior color, correct track and winterization. Bullet Premiere models include Premier Package, Exterior Camping Package, Interior Camping Package, Thermal Package, Champagne exterior color, aluminum wheels, over-size dinette, correct track, 8 cu ft refrigerator, theater seat (30REPR and 30RIPR only), fiberglass front cap and winterization. Carbon models include Exterior Value Package, Interior Value Package, Safety Package, Entertainment Package (297, 327, 357, 377 and 387 only) and Standard Carbon Package. Cougar fifth wheel models include Camping in Style Package, Value Package, Convenience Package, Cougar Package, Polar Package, bike rack, 4 point electric auto level, Cougar remote, 2 recliners (non-bunk models only), tri-fold sleeper sofa, 72" sleeper sofa (333MKS and 303RLS only), L sofa (327RES and 337FLS only), 4 recliner sofa (326SRX only), 12 cu ft refrigerator (337FLS only), 15 BTU A/C, LED ceiling lights, clay high gloss medallion exterior color and correct track. Cougar Lite models include Camping in Style Package, Value Package, Convenience Package, Cougar Package, Polar Package, power rear stabilizers (N/A 25RKS and 26RLS), Cougar remote, 4 point auto level (N/A 25RKS, 26RLS and travel trailer models), 50 amp wire for second A/C (28SGS, 29RLI, 29RES, 33RES and 30RLI only), sleeper sofa (N/A 21RBS and 29RES), L sofa (29RES only), LED ceiling lights, exterior color and correct track. Fuzion models include Intense Interior Package, Extreme Exterior Package, Monster Plus Package, Fuzion Chrome Package (Chrome models only), correct track, frameless tinted windows, premium memory foam mattress, dual lighted awnings, 5500 watt generator, electric beds, painted cap, stainless steel refrigerator (403 and 404 only) and winterization. Impact models include Intense Interior Package, Extreme Exterior Package, Knockout Package, correct track, 15,000 BTU A/C, pull down screen, electric beds (N/A 260), dual air conditioner package (341 only), 4000 watt generator (260 only), 5000 watt generator (N/A 260) and winterization. Laredo models include LHT Package (23RB, 25BH, 27RB, 28BH and 30BH only), Life Size Package (N/A 23RB, 25BH, 27RB, 28BH and 30BH), painted front cap, 15,000 BTU A/C, CO detector, aluminum wheels and correct track.

Sprinter models include Camping Made Easy Package, Performance Insulation Package (FW MDL's only), painted fiberglass front cap, electric stabilizer jacks, 40" LED TV (N/A 252FWRLS), 32" LED TV (252FWRLS only, N/A travel trailer models), electric awning, outdoor and more kitchen (313BHS, 316BIK, 324FWBHS, 326FWBHS and 343FWBHS only), freestanding table (334FWFLS only), queen mattress,

EXHIBIT C

Fill in this information to identify your case:

Debtor 1 Joshua Ryan Adlesperger
First Name Middle Name Last Name

Debtor 2 Ashley Skinner Adlesperger
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF GEORGIA

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 108 Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: <u>BANK OF THE WEST</u>	<input checked="" type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: <u>5th Wheel Camper</u>		
Creditor's name: <u>FIRST TECH FCU</u>	<input checked="" type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: <u>2006 Ford F-350 125000 miles Vehicle</u>		
Creditor's name: <u>FORD MOTOR CREDIT</u>	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property: <u>2018 Ford Flex 13000 miles</u>		